

PROFESSIONAL SERVICES AGREEMENT

PART I: GENERAL INFORMATION

Service Provider Information:

Name: Brad Mowbray
Address: [REDACTED]
Falls Church, Va. 22046

Check One: ☒ Single Proprietor - Supply Social Security Number [REDACTED]
☐ Partnership - Supply Fed EIN _____
☐ Corporation - Supply Fed EIN _____

Check One: ☒ U.S. Citizen
☐ Permanent Resident
☐ Foreign National - If you checked this box please contact payroll regarding tax classification.

Is the Service Provider a current or former AU employee? ☐ Yes ☒ No

American University Information:

Department: PRESIDENT'S RESIDENCE
Contact: Sally EKfelt
Telephone: _____

PART II: TERMS AND CONDITIONS

- 1. Introduction.** This Agreement is dated, November 30, 2004, between American University (the "University") and the Professional Services Provider (the "Service Provider").
- 2. Services to be Performed.** During the term of this Agreement, the Service Provider shall perform the following services:
Assistant to Rodney (SOWS CHIEF AIR RESIDENCE EVENTS)
- 3. Term of Agreement.** The retainer of the Service Provider shall begin December 3, and shall end December 17, 2004, unless this Agreement is terminated earlier, as provided in Paragraph 8 of this Agreement.
- 4. Compensation.** The University shall pay the Service Provider the following compensation for services performed under this Agreement: \$17.00 per hour

The Service Provider shall submit a monthly time sheet for service time performed by the Service Provider to Sally EKfelt, American University,

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4400 Massachusetts Avenue, NW, Washington, DC 20016-_____; such compensation to be paid within thirty (30) days after the time sheet is received and verified.

5. **Independent Contractor.** The Service Provider is retained by the University and shall perform the services under this Agreement as an independent contractor. The Service Provider shall not be considered under the provisions of this Agreement or otherwise as having an employee status or be extended coverage under unemployment and Workers' Compensation insurance; or be entitled to participate in any plans, arrangements or distributions by the University pertaining to or in connection with any pension, bonus or similar benefit plans.

The Service Provider has no power or authority to act for, represent, or bind the University in any manner. The Service Provider is solely responsible for the payment of his/her self-employment taxes.

6. **Indemnification/Hold Harmless.** The Service Provider shall indemnify and hold harmless the University from any and all loss or damage to persons or property which the University or its employees may suffer on account of any accident or occurrence caused by the Service Provider.

In consideration of the mutual agreements set forth in this Agreement, the Service Provider relieves, acquits, and forever discharges the University of and from any and all actions, courses of action, claims, demands, and damages on account of, or in any way growing out of any accident or occurrence transpiring during and under the terms of this Agreement, unless it is established that such accidents arose out of the negligent acts of the University, its agents or employees.

7. **Confidential Information.** In the course of performing services under this Agreement, the University may communicate information to the Service Provider or the Service Provider may have access to University information, which may or may not be related to this Agreement. The Service Provider shall treat all such information as confidential, whether or not it is identified as confidential. The Service Provider shall not disclose to any third party or use, for purposes not set forth in this Agreement, any reports, recommendations, opinions, and/or conclusions which Service Provider may provide to the University as part of his/her services.
8. **Termination.** The University or the Service Provider may terminate this Agreement at any time, upon giving not less than thirty (30) days written notice to the other party.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
10. **Signatures.** With the consent of the University and the Service Provider, facsimile signatures will be considered originals in the execution of this Agreement.

11. **Entire Agreement/Amendments.** This Agreement contains the entire agreement of the University and the Service Provider and no terms may be modified or waived except by the mutual written consent of both the University and the Service Provider.

AMERICAN UNIVERSITY

Signed: _____

~~Patricia L. Kelshian~~ Brian Blair
~~Executive Director,~~ Director
~~Contract and Risk Management~~ Procurement & Contracts

Date: _____

12/6/04

PROFESSIONAL SERVICES PROVIDER

Signed: _____

Brad Mowbray

Title: _____

Date: _____

11/30/04

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